## Exhibit F

Joann May 1, 2012 Waiver Letter regarding Ross



May 1, 2012

RR Marketplace, LP c/o Fortress Investment Group 5221 N. O'Connor Boulevard, Suite 700 Irving, TX 75039

Re: Rayzor Ranch Marketplace, Denton, Texas (the "Shopping Center"); Ross Store no. 1327, Jo-Ann Store no. 2212

Ladies and Gentlemen:

Reference is made to the Shopping Center in which Ross Dress For Less, Inc. ("Ross") is negotiating a lease (the "Ross Lease") for approximately Twenty Five Thousand (25,000) square feet of leasable floor area in the Shopping Center (the "Ross Premises"), and Jo-Ann Stores, Inc. ("Jo-Ann") has executed a lease (the "Jo-Ann Lease") for approximately Twenty Two Thousand (22,000) square feet of leasable floor area in the Shopping Center (the "Jo-Ann Premises").

Jo-Ann hereby waives the exclusive use restrictions set forth in Section 14 of the Jo-Ann Lease for the operation of a typical retail store as is operated by Ross as of the date hereof in the Ross Premises provided that for so long as the Jo-Ann Lease is in effect neither Ross, nor any assignee(s) of Ross Lease, nor any sublessee(s) of all or any portion of the Ross Premises shall operate in the Ross Premises primarily as a Fabrics and Arts & Crafts Store, such as a typical Jo-Ann store as of the date hereof, and no portion of the Ross Premises shall be used for the sale of fabric or notions by the yard, sewing machines, or for picture framing services. A Fabric and Arts & Crafts Store means a store selling fabrics of all kinds, goods sold by the yard, upholstery materials, scrapbooks and scrapbooking materials and supplies, patterns, yarn and knitting supplies, needlepoint, macramé, artificial flowers and accessories, arts and crafts materials and supplies, all types of notions, custom framing, framed artwork, sewing machines, sewing machine furniture, related products and accessories, and services customarily offered for sale by a fabric and/or arts and crafts store.

This letter shall not be deemed to waive or modify the Jo-Ann Lease except to the extent expressly provided herein. It shall be a condition precedent to the

agreements set forth herein that Ross shall have entered into a lease or occupancy agreement for its premises in the Shopping Center within eighteen (18) months after the date hereof.

JO-ANN STORES, INC.

By: \_ Name:

Its:

Sr. Vice Pres. Keal Estate